

## **METZ, HUSBAND & DAUGHTON AGREEMENT**

This Agreement is between The Florida Bar (TFB) and Metz, Husband & Daughton, P.A. (the Firm) who for and in consideration expressed in this document agree as follows:

A. James R. Daughton, Jr., (Daughton) shall serve TFB as Legislative Counsel and Aimee Diaz Lyon, Warren H. Husband, Andrew Palmer, and Douglas S. Bell shall serve TFB as state governmental affairs advisors from July 1, 2019 to June 30, 2020.

B. Daughton shall be the person responsible for rendition of services pursuant to this agreement. Other employees of his firm may assist in providing services pursuant to this agreement as deemed necessary by Daughton upon advising the Executive Director of TFB and securing consent.

C. Daughton agrees to comply with all policies adopted by TFB's Board of Governors (BoG).

D. Daughton agrees that if he or the firm represent any client before the Florida Legislature or Executive Branch (other than set forth on Attachment A) they will notify the Executive Director of TFB at least 3 days prior to initiation of any such representation. Daughton agrees that he and the firm will not engage in lobbying activities or legal representation of interests adverse to or in conflict with the interests of TFB without full written disclosure of the adverse or conflicting interests to the Executive Director of TFB and without written permission of TFB for Daughton and the firm to engage in the adverse or conflicting representations or lobbying activities. Potential or actual conflicts of interest shall be communicated immediately (within 24 hours) to the Executive Director of TFB for immediate resolution.

E. Daughton agrees to render the following services within the scope of this agreement and during its term:

1. Daughton shall be chief legislative counsel of TFB and actively pursue its interest before the Florida Legislature and Executive Branch. Daughton shall maintain overall supervision of any other state governmental affairs consultants employed by TFB and of TFB staff members responsible for state governmental affairs activities. Daughton shall monitor proposed legislation affecting TFB, its sections and committees and shall consult and advise with the president and other leadership of TFB regarding such legislation.
2. Daughton shall consult with the BoG and Legislation Committee of TFB as to the state governmental affairs activities and legislative positions of TFB and its sections and committees. In that regard, Daughton shall maintain current familiarity with state

governmental affairs matters generally and with the current and proposed legislative positions of TFB and its sections and committees, shall attend meetings of the BoG and Legislation Committee when requested and when possible, and shall render advice to TFB as to its activities and positions throughout the term of this agreement.

3. Daughton shall use best efforts to maintain good relations with the leadership and members of the Florida Legislature and Executive Branch and between the leadership of TFB and the leadership of the Florida Legislature and Executive Branch, shall coordinate the appearance of the leadership of TFB before legislative committees and executive officials in support of TFB positions, and shall attempt to secure the attendance of the members and leaders of the Legislature at meetings and functions of TFB.
4. Daughton shall, upon the direction of the president, executive director or Legislation Committee chair of TFB, attend meetings of the Legislature and its committees, represent TFB before the Legislature and its committees, confer with members of the Legislature or the Executive Branch and their staffs, and perform all other activities in support of the legislative positions and programs of TFB before the Florida Legislature and Executive Branch.

F. Pursuant to this agreement, TFB shall pay the Firm One Hundred Twenty-Five Thousand Dollars (\$125,000.00) according to the following schedules, for services performed during the time periods set forth.

1. Thirty-one thousand, two hundred fifty dollars (\$31,250.00) due and payable on July 1, 2019;
2. Thirty-one thousand, two hundred fifty dollars (\$31,250.00) due and payable on October 1, 2019;
3. Thirty-one thousand, two hundred fifty dollars (\$31,250.00) due and payable on January 1, 2020; and
4. Thirty-one thousand, two hundred fifty dollars (\$31,250.00) due and payable on April 1, 2020.

G. In addition, TFB shall reimburse the firm for actual out-of-pocket expenses. These expenses shall include such items as copying, facsimile transmissions, long distance telephone calls, travel and other routine miscellaneous legislative or executive branch expenses, but do not include political contributions, whether made to a political party or candidates for political office.

H. A statement reflecting out-of-pocket expenses shall be rendered monthly to the executive director reflecting the expenses incurred in the prior month.

I. This is a personal service agreement and may be terminated upon the death or disability of Daughton.

J. This agreement may be terminated by either party upon 30 days written notice.

WITNESS our hands and seals as of the 7th day of May 2019.

Joshua Doyle  
Witness

Joshua E. Doyle

Joshua Doyle

Executive Director, The Florida Bar

Celia A. Connell  
Witness

Abigail Rutledge  
Witness

Darlene M. Houston  
Witness

James R. Daughton, Jr.

James R. Daughton, Jr.

Legislative Advisor

Abigail Rutledge  
Witness

Darlene M. Houston  
Witness

Warren H. Husband

Warren H. Husband

Legislative Advisor

Abigail Rutledge  
Witness

Darlene M. Houston  
Witness

Aimee Diaz Lyon

Aimee Diaz Lyon

Legislative Advisor

abigail rutledge

Witness

Douglas Martin

Witness

Andrew Palmer

Andrew Palmer

Legislative Advisor

abigail rutledge

Witness

Douglas Martin

Witness

Douglas S. Bell

Douglas S. Bell

Legislative Advisor